

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ALLSTATE INDEMNITY  
COMPANY;

Plaintiff,

v.

DEAN KHAN, an individual; and  
ABEL SANDOVAL, an individual;

Defendants.

Case No. 2:22-cv-09128 DSF (JCx)

**STIPULATED PROTECTIVE  
ORDER**

[Complaint Filed: December 16, 2022]

**1. INTRODUCTION**

**1.1. Purposes And Limitations**

As the parties have represented that discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, this Court enters the following Protective Order. This Order does not confer blanket protections on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. Further, as set forth in Section 12.3, below, this Protective

1 Order does not entitle the parties to file confidential information under seal. Rather,  
2 when the parties seek permission from the court to file material under seal, the parties  
3 must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned  
4 District Judge and Magistrate Judge.

5       1.2. Good Cause Statement

6           In light of the nature of the claims and allegations in this case and the parties'  
7 representations that discovery in this case will involve the production of confidential  
8 records, and in order to expedite the flow of information, to facilitate the prompt  
9 resolution of disputes over confidentiality of discovery materials, to adequately  
10 protect information the parties are entitled to keep confidential, to ensure that the  
11 parties are permitted reasonable necessary uses of such material in connection with  
12 this action, to address their handling of such material at the end of the litigation, and  
13 to serve the ends of justice, a protective order for such information is justified in this  
14 matter. The parties shall not designate any information/documents as confidential  
15 without a good faith belief that such information/documents have been maintained  
16 in a confidential, non-public manner, and that there is good cause or a compelling  
17 reason why it should not be part of the public record of this case.

18       **2. DEFINITIONS**

19       2.1 Action: The above-titled federal lawsuit.

20       2.2 Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22       2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
23 how it is generated, stored or maintained) or tangible things that qualify for protection  
24 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
25 Cause Statement.

26       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
27 support staff).

1           2.5 Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6 Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced or  
7 generated in disclosures or responses to discovery in this matter.

8           2.7 Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11          2.8 House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14          2.9 Non-Party: any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

16          2.10 Outside Counsel of Record: attorneys who are not employees of a party  
17 to this Action but are retained to represent or advise a party to this Action and have  
18 appeared in this Action on behalf of that party or are affiliated with a law firm which  
19 has appeared on behalf of that party, and includes support staff.

20          2.11 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25          2.13 Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
2 and their employees and subcontractors.

3       2.14 Protected Material: any Disclosure or Discovery Material that is  
4 designated as “CONFIDENTIAL.”

5       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
6 from a Producing Party.

7       **3. SCOPE**

8           The protections conferred by this Stipulation and Order cover not only  
9 Protected Material (as defined above), but also (1) any information copied or extracted  
10 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
11 Protected Material; and (3) any deposition testimony, conversations, or presentations  
12 by Parties or their Counsel that might reveal Protected Material, other than during a  
13 court hearing or at trial.

14          Any use of Protected Material during a court hearing or at trial shall be  
15 governed by the orders of the presiding judge. This Order does not govern the use of  
16 Protected Material during a court hearing or at trial.

17       **4. DURATION**

18           Even after final disposition of this litigation, the confidentiality obligations  
19 imposed by this Order shall remain in effect until a Designating Party agrees  
20 otherwise in writing or a court order otherwise directs. Final disposition shall be  
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
22 or without prejudice; and (2) final judgment herein after the completion and  
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
24 including the time limits for filing any motions or applications for extension of time  
25 pursuant to applicable law.

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## **5. DESIGNATING PROTECTED MATERIAL**

### **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL

1 legend”), to each page that contains protected material. If only a portion or portions  
2 of the material on a page qualifies for protection, the Producing Party also must clearly  
3 identify the protected portion(s) (e.g., by making appropriate markings in the  
4 margins).

5 A Party or Non-Party that makes original documents available for inspection  
6 need not designate them for protection until after the inspecting Party has indicated  
7 which documents it would like copied and produced. During the inspection and before  
8 the designation, all of the material made available for inspection shall be deemed  
9 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
10 copied and produced, the Producing Party must determine which documents, or  
11 portions thereof, qualify for protection under this Order. Then, before producing the  
12 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
13 to each page that contains Protected Material. If only a portion or portions of the  
14 material on a page qualifies for protection, the Producing Party also must clearly  
15 identify the protected portion(s) (e.g., by making appropriate markings in the  
16 margins).

17 (b) for testimony given in depositions that the Designating Party identifies  
18 on the record, before the close of the deposition as protected testimony.

19 (c) for information produced in some form other than documentary and for  
20 any other tangible items, that the Producing Party affix in a prominent place on the  
21 exterior of the container or containers in which the information is stored the legend  
22 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
23 protection, the Producing Party, to the extent practicable, shall identify the protected  
24 portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
26 failure to designate qualified information or items does not, standing alone, waive the  
27 Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable  
2 efforts to assure that the material is treated in accordance with the provisions of this  
3 Order.

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
6 designation of confidentiality at any time that is consistent with the Court's  
7 Scheduling Order.

8       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
9 resolution process under Local Rule 37-1 et seq.

10      6.3 The burden of persuasion in any such challenge proceeding shall be on  
11 the Designating Party. Frivolous challenges, and those made for an improper purpose  
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
14 or withdrawn the confidentiality designation, all parties shall continue to afford the  
15 material in question the level of protection to which it is entitled under the Producing  
16 Party's designation until the Court rules on the challenge.

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a Receiving  
23 Party must comply with the provisions of Section 13 below.

24           Protected Material must be stored and maintained by a Receiving Party at a  
25 location and in a secure manner that ensures that access is limited to the persons  
26 authorized under this Order.

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1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5                 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
6 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
7 to disclose the information for this Action;

8                 (b) the officers, directors, and employees (including House Counsel) of the  
9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10                 (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13                 (d) the court and its personnel;

14                 (e) court reporters and their staff;

15                 (f) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18                 (g) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information;

20                 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
22 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
23 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any  
24 confidential information unless they sign the “Acknowledgment and Agreement to  
25 Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating Party  
26 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
27 depositions that reveal Protected Material may be separately bound by the court

1 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
2 Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation  
8 that compels disclosure of any information or items designated in this Action as  
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification shall  
11 include a copy of the subpoena or court order unless prohibited by law;

12 (b) promptly notify in writing the party who caused the subpoena or order  
13 to issue in the other litigation that some or all of the material covered by the subpoena  
14 or order is subject to this Protective Order. Such notification shall include a copy of  
15 this Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued  
17 by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with  
19 the subpoena or court order shall not produce any information designated in this action  
20 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
21 or order issued, unless the Party has obtained the Designating Party’s permission, or  
22 unless otherwise required by the law or court order. The Designating Party shall bear  
23 the burden and expense of seeking protection in that court of its confidential material  
24 and nothing in these provisions should be construed as authorizing or encouraging a  
25 Receiving Party in this Action to disobey a lawful directive from another court.

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1       **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
2       **PRODUCED IN THIS LITIGATION**

3                 (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8                 (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party's confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party's  
11 confidential information, then the Party shall:

12                         (1) promptly notify in writing the Requesting Party and the Non-Party  
13 that some or all of the information requested is subject to a confidentiality agreement  
14 with a Non-Party;

15                         (2) promptly provide the Non-Party with a copy of the Protective Order  
16 in this Action, the relevant discovery request(s), and a reasonably specific description  
17 of the information requested; and

18                         (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20                 (c) If a Non-Party represented by counsel fails to commence the process  
21 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice  
22 and accompanying information or fails contemporaneously to notify the Receiving  
23 Party that it has done so, the Receiving Party may produce the Non-Party's  
24 confidential information responsive to the discovery request. If an unrepresented  
25 Non-Party fails to seek a protective order from this court within 14 days of receiving  
26 the notice and accompanying information, the Receiving Party may produce the Non-  
27 Party's confidential information responsive to the discovery request. If the Non-Party

1 timely seeks a protective order, the Receiving Party shall not produce any information  
2 in its possession or control that is subject to the confidentiality agreement with the  
3 Non-Party before a determination by the court unless otherwise required by the law  
4 or court order. Absent a court order to the contrary, the Non-Party shall bear the  
5 burden and expense of seeking protection in this court of its Protected Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Protective Order, the Receiving Party must immediately (a) notify in writing the  
10 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
11 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
12 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
13 request such person or persons to execute the “Acknowledgment and Agreement to  
14 Be Bound” that is attached hereto as Exhibit A.

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
21 may be established in an e-discovery order that provides for production without prior  
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
23 parties reach an agreement on the effect of disclosure of a communication or  
24 information covered by the attorney-client privilege or work product protection, the  
25 parties may incorporate their agreement into this Protective Order.

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## **12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

**12.2 Right to Assert Other Objections.** No Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned District Judge and Magistrate Judge. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

## **13. FINAL DISPOSITION**

After the final disposition of this Action, as defined in Section 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
2 reports, attorney work product, and consultant and expert work product, even if such  
3 materials contain Protected Material. Any such archival copies that contain or  
4 constitute Protected Material remain subject to this Protective Order as set forth in  
5 Section 4.

6 14. Any violation of this Order may be punished by any and all appropriate  
7 measures including, without limitation, contempt proceedings and/or monetary  
8 sanctions.

9 IT IS SO STIPULATED.

10 Dated: July 12, 2023 PANISH SHEA BOYLE RAVIPUDI LLP  
11

12 By \_\_\_\_\_ /s/ Hunter Norton  
13 SPENCER R. LUCAS  
14 HUNTER NORTON  
15 Attorney for defendant DEAN KHAN  
16

17 Dated: July 12, 2023 SHEPPARD, MULLIN, RICHTER & HAMPTON  
18 LLP  
19

By \_\_\_\_\_ /s/ Jared K. LeBeau  
20 PETER H. KLEE  
21 JARED K. LEBEAU  
22 JORDAN S. DERRINGER  
23 Attorneys for plaintiff Allstate Indemnity  
Company  
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

25 Dated: July 17, 2023 \_\_\_\_\_ /s/ Jacqueline Chooljian  
26 \_\_\_\_\_ HON. JACQUELINE CHOOIJIAN  
27 United States Magistrate Judge  
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## **EXHIBIT A**

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on July 17, 2023 in the case of *Allstate Indemnity Company v. Dean Khan, et al.*, United States District Court for the Central District of California, Case No. 2:22-cv-09128 DSF (JCx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: